

EXHIBIT B

SALESPERSON NON-COMPETE AGREEMENT

This Salesperson Non-Compete Agreement ("Agreement") is made by and between
Jennifer Van Vallis-Bright ("Salesperson") and
Scripps Media Inc.
("Station"), d/b/a WMYD ("Station.")

WHEREAS, Station operates a local broadcast television station and affiliated website in
Detroit, MI ;

WHEREAS, Salesperson has agreed to be employed by Station with responsibilities to sell advertising
inventory on Station's broadcasts and web site to businesses in the DMA;

WHEREAS, to afford Salesperson with the tools and knowledge to successfully sell advertising inventory,
the Station provides the Salesperson with a significant amount of training and proprietary business
information about the Station;

WHEREAS, the Station's ongoing financial success is dependent in large part on maintaining the
confidentiality of its sales approach and proprietary business information; and

WHEREAS, Salesperson has agreed to enter into this Agreement as a condition of employment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for
other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
Parties, intending to be legally bound, hereby agree as follows:

1. The Station has hired Salesperson to perform any and all sales and marketing duties and responsibilities assigned by the Station, including but not limited to the selling, developing, servicing and collection of advertising accounts for all of Station's platforms. Salesperson shall diligently and faithfully devote Salesperson's entire time, skill and energy to such duties and responsibilities, which shall be performed under the sole authority, direction, control and assignment of and by the Station.
2. The Station and Salesperson understand and agree that Salesperson is being employed and trained by the Company to make sales to Station advertisers, clients and sponsors, which employment primarily involves contacting, developing, servicing, closely identifying with and gaining the confidence of such advertisers, clients and sponsors.
3. The Station and Salesperson understand and agree that Salesperson's services to the Station are unique and extraordinary, in that such advertisers, clients and sponsors of the Station, and the relationship between the Station and Salesperson and such advertisers, clients and sponsors, are one of the Station's most valuable and important assets.
4. While employed at the Station, Station and Salesperson understand and agree that Salesperson will receive specific training and be privy to certain proprietary business information, knowledge or data concerning the sales procedures, policies, practices or "trade secrets" of the Station, including but not limited to the Station's financial data, advertiser or client or sponsor accounts or account lists or rates, or canvassing procedures or policies ("Confidential Information").
5. While employed by the Station, Station and Salesperson understand and agree that Salesperson will not, without the Station's prior written consent, perform services or work for or at any other television or radio station, advertiser, newspaper, directory, mobile advertising, SEM, SEO,

audience extension, pure play digital technology company, or cable television system, directly or indirectly, whether with or without compensation.

6. While employed at the Station, Salesperson understands and agrees not to communicate or disclose the Confidential Information to any other person or entity in any manner, directly or indirectly. Salesperson also understands and agrees not to use, or permit others to use, any such Confidential Information, knowledge or data, except in the conduct of the business of the Station.
7. At such time as Salesperson may leave the Station's employment for any reason, voluntarily or involuntarily, Salesperson understands and agrees that Salesperson shall not communicate or disclose Confidential Information to any other person or entity in any manner, directly or indirectly.
8. At such time as salesperson may leave the Station's employment for any reason, voluntary or involuntary, Salesperson understands and agrees that as a condition for Station entering into the Agreement and Salesperson's employment, Salesperson may not perform services as a Salesperson or in any other sales-related capacity for:
 - o Any similar business to include, but not limited to: television, radio, newspaper, directory, pure play digital technology company, that will require the Salesperson to conduct business and/or sell digital advertising products within twenty-five (25) miles from the Station's main office
 - o Any solicited client that was contacted while employed at the Station, or for whom a lead was generated

This Agreement shall be in effect for six (6) months from the date of the termination of Salesperson's employment.

9. You agree that upon termination of your employment, and for one (1) year thereafter, you shall not, directly or indirectly, (a) employ or solicit the employment of any person who is then or has been within six (6) months prior to your termination, an employee of the Station or any of its affiliated companies; or (b) interfere with, disturb or interrupt the relationships (regardless of whether such relationships have been reduced to formal contracts) of the Station or any of its affiliated companies with any user, advertiser, customer, supplier or consultant.
10. In the event of Salesperson's breach or threatened breach of any provisions of this Agreement, including the provisions of Section 8, Salesperson understands and agrees that the Station does not have an adequate remedy at law, and that accordingly, in addition to the Station's right to pursue an action for money damages and other relief, the Station shall be entitled to immediate injunctive relief in court.
11. The Station may assign this Agreement and all rights herein, in whole or in part, to any person or entity, whether or not controlled by the Station or its parent or owner, hereafter acquiring all or part of the Station's television business or holding its broadcasting license.

This Agreement is signed and acknowledged by both the Station and Salesperson, this

24

day of January

2020



Jennifer Van Vallis-Bright
Salesperson



Mike Murri
VP/General Manager and/or Station Manager

Document prepared by:

Greg Bachman

Greg Bachman

Recruiter